

U.S. Department of Justice

Washington, DC 20530

**Exhibit A to Registration Statement****Pursuant to the Foreign Agents Registration Act of 1938, as amended**

**INSTRUCTIONS.** Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <http://www.fara.gov>.

**Privacy Act Statement.** The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

**Public Reporting Burden.** Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

**1. Name and Address of Registrant**

Finsbury LLC  
3 Columbus Circle, Floor 9  
New York, NY 10019

**2. Registration No.**

6293

**3. Name of Foreign Principal**

International Enterprise Singapore Board

**4. Principal Address of Foreign Principal**

55 East 59th St.  
Suite 21A  
New York, NY 10022

**5. Indicate whether your foreign principal is one of the following:**☒ Government of a foreign country<sup>1</sup>☐ Foreign political party☐ Foreign or domestic organization: If either, check one of the following:☐ Partnership☐ Committee☐ Corporation☐ Voluntary group☐ Association☐ Other (specify) \_\_\_\_\_☐ Individual-State nationality \_\_\_\_\_**6. If the foreign principal is a foreign government, state:**

a) Branch or agency represented by the registrant

International Enterprise Singapore Board

b) Name and title of official with whom registrant deals

Kiat Loon Cheng, Divisional Director, Corp Communications Group

**7. If the foreign principal is a foreign political party, state:**

a) Principal address

N/A

b) Name and title of official with whom registrant deals N/A

c) Principal aim N/A

<sup>1</sup> "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

8. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

N/A

b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

Owned by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

Directed by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

Controlled by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

Financed by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

Subsidized in part by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page must be used.)

N/A

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

N/A

#### EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit A	Name and Title	Signature
May 12, 2015	Patrick Gallagher, CFO	/s/ Patrick Gallagher eSigned

U.S. Department of Justice

Washington, DC 20530

**Exhibit B to Registration Statement****Pursuant to the Foreign Agents Registration Act of 1938, as amended**

**INSTRUCTIONS.** A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <http://www.fara.gov>.

**Privacy Act Statement.** The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

**Public Reporting Burden.** Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant

Finsbury LLC

2. Registration No.

6293

3. Name of Foreign Principal

International Enterprise Singapore Board

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

The nature and method of performance of the above indicated agreement is set forth in attached Consulting Services Agreement.

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

The activities the registrant engages in or proposes to engage in on behalf of the foreign principal are set forth in attached Consulting Services Agreement.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

The activities the registrant engages in or proposes to engage in on behalf of the foreign principal are set forth in attached Consulting Services Agreement.

### EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit B	Name and Title	Signature
May 12, 2015	Patrick Gallagher, CFO	/s/ Patrick Gallagher

eSigned

Footnote: "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

**SERVICE CONTRACT FOR PROVISION OF  
PROFESSIONAL PUBLIC RELATIONS SERVICES**

**THIS SERVICE CONTRACT** (the "Contract") is entered into on this 2<sup>nd</sup> day of April 2015 (the "Effective Date") between:

- (1) **Finsbury LLC** (the "Agency" or "Finsbury") at Columbus Circle, New York, NY 10019; and
- (2) **International Enterprise Singapore Board** (the "Client") at 55 East 59<sup>th</sup> Street, Suite 21A, New York, NY 10022, United States

pursuant to which the Agency agrees to supply public relations, public affairs, marketing communications, and related consulting services to the Client in the United States, in accordance with the terms and conditions set out below.

The Agency and the Client shall hereinafter be referred to collectively as "Parties" and singly as "Party".

**1. Description of the Services**

- 1.1 For the duration of this Contract, the Agency shall provide the services as set out in **Annex A** (the "Services") for the Client.
- 1.2 In addition to the Services, and in its performance and delivery of the Services, the Agency agrees to use reasonable commercial efforts to achieve the following outcomes at no additional cost to the Client:
  - (a) Barring any circumstances beyond the Agency's reasonable control, all articles on which the Agency is actively engaged in relating to Singapore as a trading hub to be balanced and/or positive;
  - (b) To make all reasonable efforts to arrange three (3) meetings or activities with top tier media or influencers in each quarter of the Term to cultivate relationships and obtain coverage for the Client;
  - (c) To work in consultation with the Client to develop, draft and attempt to place one (1) op-ed or bylined article in each quarter of the Term in relevant United States-based media publications; and
  - (d) To conduct two (2) additional media perception surveys – the first within six (6) months after the survey referred to in item 4 of **Annex A** and the next within thirty (30) days prior to the end of this Contract – as a means of measuring the Agency's performance and progress in building relationships for Singapore with key media, increasing the likelihood it will reach out to Singapore when putting stories together, and familiarising United States-based journalists with Singapore's status as a leading commodities trading hub in Asia. These surveys

will be high level surveys, building on the survey in Item 4.

**2. Term of the Services**

- 2.1 This Contract shall take effect from the Effective Date and shall continue in force for a period of twelve (12) months (the "Term") unless it is terminated earlier as provided in Clause 5.

**3. Responsibilities**

**3.1 The Agency shall be responsible to:**

- (a) Provide the Services in a professional, competent, prompt and efficient manner;
- (b) Comply with any time limits and requirements set by the Client and agreed to by the Agency;
- (c) Bear all costs and expenses that may be incurred by the Agency in the performance of the Services except for expenses which the Client has agreed in writing to reimburse the Agency; and
- (d) Observe the laws and regulations of the United States and any rules and regulations of the Client provided to the Agency in advance in writing.

**3.2 The Client shall be responsible for:**

- (a) The accuracy, completeness and propriety of information concerning the Client's organization, products and services provided to the Agency by the Client;
- (b) The accuracy, completeness and propriety of any directions provided to the Agency by the Client;
- (c) Rights, licenses and permissions to use materials furnished to the Agency by the Client;
- (d) Compliance with all laws and regulations applicable to the Client's business in the United States;
- (e) The content of any press releases or other disseminated statements, information or materials approved by the Client; and
- (f) The reimbursement of any costs and expenses incurred by the Agency in the performance of the Services which the Client has agreed in writing to reimburse the Agency, including but not limited to hotel accommodation, travel costs for work trips out of New York (including pre-agreed travel time at 50% of the hourly rate of the relevant individuals, as set out in clause 4.3 below, where applicable) and subsistence allowance of up to S\$80 (Singapore Dollars Eighty) per day.

**4. Contract Price**

- 4.1 The total contract price for the Services shall be US\$435,000 (US Dollars Four Hundred Thirty Five Thousand) only (the "Contract Price"). The Contract Price shall be payable in accordance with the payment terms relevant to the corresponding Services, as set out in Annex A. The Agency shall submit to the Client one (1) invoice per month for the relevant Services in accordance with the terms of Annex A together with any costs and expenses to be reimbursed by the Client pursuant to Clause 3.2(f). The Agency shall present receipts supporting the expenses expenditure and the Client reserves the right to refuse payment of any claims that are not adequately supported by receipts.
- 4.2 There are no applicable taxes chargeable on the Contract Price.
- 4.3 Any additional work over and above the Services set out in Annex A is subject to the Client's prior approval in writing. The Agency reserves the right to negotiate a revised fee amount for any additional work that may be undertaken during the duration of this Contract. Unless otherwise mutually agreed in advance, fees for additional services, including crisis communications support, media crisis training, travel time to Singapore or other locations from Agency's main office shall be invoiced at Agency's standard hourly time charges which are as follows:

Partner	\$775
	\$875
Principal	\$585
Senior Vice President	\$500
Vice President/Senior	\$310
Associate	
Associate	\$275
Account Executive	\$155

- 4.3 Save as provided in Clause 3.2(f) or unless otherwise agreed in writing with the Client, the Agency shall bear all disbursements and other charges incurred by the Agency, including travel (business class air, first class rail, car mileage and taxis), accommodation, entertaining, conference calls, courier deliveries, media monitoring/clippings and research charges provided by third-party partners, English translation services, press release distribution, office telephone calls, faxes and ad hoc photocopying.
- 4.4 The Client shall make payment of the contract price to the Agency within thirty (30) days from the date of receipt of invoice via bank transfer to the following bank account of the Agency:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

- [REDACTED]
- [REDACTED]
- [REDACTED]
- 4.5 In case of any delay in the Client's payments, the Agency may give prior notice in writing to the Client of its intention to change the requirements as to terms of payment under this Contract together with the proposed requirements, and provide the Client with an opportunity to consider the changes. If the Parties are unable to reach consensus on the changes within thirty (30) days of the Client's receipt of notification from the Agency, the Parties shall by mutual agreement in writing terminate this Contract in accordance with Clause 5.1(a). The Agency agrees to continue performing all Services hereunder prior to the termination. The Client agrees to reimburse the Agency for any costs incurred (including reasonable attorneys' fees and court costs) in connection with the Agency's reasonable efforts to collect any sums that are overdue.
- 4.6 In the event of a disputed charge, the Client shall notify the Agency in writing of the disputed amount within fifteen (15) days of the receipt of invoice, specifically identify the reason for the dispute, and pay all undisputed amounts owed while the dispute is under negotiation.
- 4.7 In the event the Agency suffers losses from the claim or litigation by any third parties due to late payment by the Client, the Client shall compensate the Agency for all losses incurred.
5. Termination
- 5.1 This Contract may be terminated earlier:
- (a) At any time by mutual agreement in writing of both Parties;
  - (b) By either of the Parties immediately upon written notice if the other Party commits a breach of this Contract and does not remedy the breach within five (5) days of receipt of written notice from the Party requiring such remedy;
  - (c) By the Client immediately upon written notice in the event that the Agency is unable to perform the Services or any quantity thereof for over thirty (30) days due to war, natural disaster or any situation which is unpredictable or uncontrollable by either Party;
  - (d) By either of the Parties immediately upon written notice in the event of any liquidation of or serious change of the financial credibility of the other Party;



- (e) By the Client giving to the Agency one (1) month's notice in writing if, in the opinion of the Client, the Services or any quantity thereof has fallen behind schedule or has not been performed to a standard satisfactory to the Client; or
- (f) By the Client or the Agency without cause provided that the terminating Party gives one (1) month's prior written notice to the other Party.

5.2 Termination of this Contract shall not affect either Party's accrued rights or liabilities as at the date of termination.

5.3 Any expenses to be incurred by the Agency for the Client during the period of notice of termination will require the Client's prior written approval for such and the Client understands that expense invoicing may occur after the termination date. The Agency shall transfer, assign and make available to the Client all property and materials in the Agency's possession or control belonging to and paid for by the Client, provided that there is no overdue indebtedness then owing by the Client to the Agency.

## **6. Confidentiality**

6.1 All information provided by the Client to the Agency pursuant to this Contract including but not limited to information relating to the Client's clients, staff, operating procedures, policies, guidelines, products or transactions which have been disclosed to the Agency for the purpose of the performance of the Services or which has been identified as being confidential or that, by the nature of the circumstances surrounding the disclosure, ought in good faith to be treated as confidential (the "Confidential Information") shall be confidential and no person other than the Parties shall be privy to any part thereof and the Agency shall not disseminate or disclose or cause the dissemination or disclosure in any manner of any part of the Confidential Information to any person or entity unless the Client has agreed in writing.

6.2 The provisions of Clause 6.1 shall not apply:

- (a) To information already known to the Agency prior to the date of disclosure by the Client;
- (b) To information which at the time of disclosure is already in the public domain otherwise than by reason of a breach of this Contract by the Agency;
- (c) To information which, subsequent to disclosure by the Client to the Agency, becomes known or generally available to the public otherwise than by reason of a breach of this Contract by the Agency;
- (d) If disclosure is ordered by a court of competent jurisdiction or by the relevant government authorities; or
- (e) If the prior consent of the Client has been obtained for any intended disclosure, provided such disclosure is in connection with the Services provided under this

Contract. The Agency shall secure such consent in writing unless for some reason of exigencies of the Services in which event the Parties agree that oral consent shall be sufficient.

6.3 The Agency undertakes that it shall:

- (a) Hold the Confidential Information in confidence using the same care and caution the Agency affords its own confidential information, but no less than a reasonable degree of care, without limit in point of time;
- (b) Use and reproduce the Confidential Information only for the purpose of performing the Services; and
- (c) Not, without the prior written consent of the Client save in the event of the exigencies of the Services in accordance with Clause 6.2(e) above, disclose the Confidential Information to any third party other than its employees or agents with a need to know Confidential Information to perform the Services and who are bound by confidentiality undertakings no less onerous than those set out in this Contract.

6.4 Neither this Contract nor the disclosure of the Confidential Information by the Client hereunder shall grant or imply the grant of any rights to the Agency in respect of any patent, copyright, trademark, or any other intellectual property rights of the Client.

6.5 The provisions on confidentiality herein shall survive the termination or expiry of this Contract.

6.6 Confidential Information and all copies and reproductions thereof received by the Agency or received by any third party from the Agency pursuant to Clause 6.3(c) of this Contract shall remain the property of the Client and shall, at the Client's option, be either promptly returned to the Client upon the Client's written request or destroyed by the Agency, with such destruction confirmed in writing.

6.7 The Parties agree that no monetary compensation shall be an adequate remedy for any breach of the confidentiality obligations hereunder and upon any such breach or any threat thereof by the Agency, the Client (in addition to whatever other remedies it might be entitled) shall be entitled to seek appropriate equitable relief, including injunctive relief, without the need to prove actual damages or provide any security.

6.8 The Agency further acknowledges that all Government Documents and information from the Government is covered by the Official Secrets Act (Chapter 213) and accordingly, the Confidential Information (or any part of the same) may be covered by the Official Secrets Act. The Agency understands and agrees that any breach or neglect of the undertakings contained in this Contract may render it liable to prosecution under the Official Secrets Act.

6.9 The Agency hereby represents and warrants to the Client that the confidentiality obligations set out herein are enforceable against it in the jurisdiction in which the

Agency is formed or incorporated and the Agency hereby undertakes to indemnify and hold harmless the Client against all liabilities, losses, damages, proceedings, suits, actions, claims and demands, costs (including legal costs on a full indemnity basis) and expenses whatsoever which may be incurred or become payable in respect of or as a result of any action taken to enforce the provisions of this Contract or arising from or in connection with any breach of the provisions of this Contract by the Agency.

**7. Ownership; Use of Materials**

7.1. As between the Agency and Client, the Client shall be sole owner of all rights in and to materials developed and produced by the Agency on the Client's behalf, provided that the Client has paid all invoices due and owing to the Agency pursuant to this Contract. All such final form materials shall be submitted to the Client at the end of this Contract. Notwithstanding anything to the contrary herein, the Client understands and agrees that its rights in any third party materials or any services including, without limitation, stock photos, licensed materials or talent and talent residuals, are subject to any terms and conditions set forth in any applicable agreement. The Client undertakes to comply with the terms and conditions of the licenses of third party materials and shall indemnify the Agency against any damage or loss incurred by the Agency arising out of any use by the Client of the third party materials other than in accordance with the terms and conditions of such licenses.

7.2 Notwithstanding anything in this Contract to the contrary, the Agency retains all of its rights, title and interest in and to (including, without limitation, the unlimited right to use) (i) all materials owned by or licensed to the Agency prior to, or independent from, the performance of the Services under this Contract, and all modifications thereof, and (ii) all generic or proprietary information, and all ideas, methodologies, software, applications, processes or procedures used, created or developed by the Agency in the general conduct of its business.

**8. Modification of Plans**

8.1 The Client reserves the right to modify, revise, or cancel any plans, schedules, or work related to any of the Services, and in the event the Client notifies the Agency of the change in a written format, the Agency shall take steps as soon as practicable to give effect to the Client's instructions. In connection with any such modification, revision or cancellation, the Client agrees to pay the Agency according to the terms of this Contract for any quantity of the Services already performed to the satisfaction of the Client, including but not limited to

- (a) reimbursing the Agency for all expenses incurred or committed for the Client in relation to the completed Services prior to the effective date of such modification, revision or cancellation;
- (b) assuming the Agency's liability for all contracts and commitments the Agency has undertaken as approved by the Client in writing and is unable to cancel;
- (c) reimbursing the Agency for any cancellation penalties incurred on approved

contracts and commitments; and

- (d) paying the Agency the pro-rated contract price for the Services completed to the reasonable satisfaction of the Client up to the effective date of the modification, revision, or cancellation. Such payment shall be made within thirty (30) days from the date of receipt of the Agency's invoice by the Client.

## **9. Force Majeure**

- 9.1 Without prejudice to the Client's right of termination pursuant to Clause 5.1(c), neither Party shall be liable for any delay or failure to carry out or make continuously available its obligations under this Contract if such delay or failure is due to any cause beyond such Party's control, including without limitation restrictions of law or regulations, labour disputes, acts of God, acts of terrorism or war, telecommunications, network or power failures or interruptions, or mechanical or electronic breakdowns.

## **10. Independent Contractor**

- 10.1 The Agency's relationship with the Client shall be that of an independent contractor. Neither Party shall have, nor represent that it has, any power, right or authority to bind the other Party, or to assume or create any obligation or responsibility, express or implied, on behalf of the other Party. To avoid any doubt, this Contract is solely for the Services rendered by the Agency, and nothing contained in this Contract shall be construed as creating any legal partnership between the Agency and the Client, or as creating the relationship of employer and employee, or principal or agent between the Parties.

## **11. Non-disclosure of the Terms of this Contract**

- 11.1 Without the prior written consent of the Client, the Agency shall not publicise or disclose to any third party the terms of this Contract.

## **12. Limitation of Liability**

- 12.1 Nothing in this Contract shall exclude or in any way limit either Party's liability for fraud or for death or personal injury caused by its negligence, or for any other liability to the extent that such liability may not be excluded or limited as a matter of law.
- 12.2 Subject to Clause 12.1, in no event will either Party be liable under or in connection with this Contract for:
  - 12.2.1 loss of actual or anticipated income or profits, loss of goodwill or reputation, loss of anticipated savings;
  - 12.2.2 loss of or corruption to data;
  - 12.2.3 fines imposed on the other Party by any regulatory authority; or
  - 12.2.4 any special, indirect or consequential loss or damage of any kind,

In each case, however arising and whether caused by tort (including negligence),

breach of contract or otherwise, whether or not such loss or damage is foreseeable, foreseen or known.

12.3 Subject to Clause 12.1 and save in relation to the Client's liability pursuant to Clause 12.4 or the Agent's liability pursuant to Clause 12.5, a Party's maximum aggregate liability under or in connection with this Contract to the other Party, whether in contract, tort (including negligence) or otherwise, shall in no circumstances exceed an amount equal to the total contract price received or paid by it, as the case may be, under this Contract in the twelve (12) months immediately prior to the event giving rise to liability.

12.4 The Client shall indemnify the Agency against all liabilities, costs, expenses, damages and losses (including but not limited to reasonable legal costs) suffered or incurred by the Agency arising out of or in connection with:

- (i) any legal, regulatory or investigatory matter which arises out of or in connection with the Services; or
- (ii) other third party claim the Agency is drawn into, through no fault of the Agency, resulting directly from the Client's wilful default or gross negligence under this Contract;

save that this indemnity shall not extend to any claims if the same are caused by:

12.4.1 any breach of this Contract by the Agency; or

12.4.2 the negligence, wilful default or fraud of the Agency.

12.5 The Agency shall indemnify the Client against all liabilities, costs, expenses, damages and losses (including but not limited to reasonable legal costs) suffered or incurred by the Client arising out of or in connection with any third party claim the Client is drawn into, through no fault of the Client, resulting directly from the Agency's wilful default or gross negligence under this Contract.

### 13. Publicity

13.1 The Agency may use the Client's name and any non-confidential materials produced hereunder in the Agency's portfolio on the Agency's web site, intranet or for internal, marketing or publicity purposes subject to the Client's written approval. The Agency shall obtain the Client's advance approval in writing to utilize the Client's trademarks or any of the Client materials or information in press releases, the Agency's brochures, or award submissions.

### 14. Entire Agreement; Severability

14.1 This Contract constitutes the Parties' entire understanding of the matters set forth herein and supersedes any prior understanding or agreement concerning the subject matter hereof. This Contract may only be modified in writing signed by the Parties hereto. In the event that any provision of this Contract shall be illegal or otherwise unenforceable or invalid, such provision shall be severed, and the balance of the Contract shall continue in full force and effect. The annexes to this Contract constitute

inseparable parts of this Contract and have the same effectiveness.

**15. Assignments and Waiver**

15.1 Unless expressly provided herein, no Party may assign, transfer, sub-license, sub-contract or convey this Contract or any of the rights or obligations contained herein without the prior written consent of the other Party.

15.2 The waiver by either Party of a breach or a default of any provision of this Contract by the other Party shall not be construed as a waiver of any succeeding breach of the same or any other provision, nor shall any delay or omission on the part of either Party to exercise or avail itself of any right, power or privilege that it has or may have hereunder operate as a waiver of any right, power or privilege by such Party.

**16. Contractual Obligation of Third Parties**

16.1 A person who is not a party to this Contract shall have no right to enforce any of the terms of this Contract under the Contracts (Rights of Third Parties) Act, Cap. 53B.

**17. Governing Law and Dispute Resolution**

17.1 This Contract shall be governed by and interpreted under the laws of Singapore and the Parties agree to submit to the exclusive jurisdiction of the courts of Singapore.

17.2 In the event of any dispute arising between the Parties, the Parties shall seek an amicable resolution in good faith for a period not exceeding thirty (30) calendar days, upon the failure of which, such dispute shall be referred to the Singapore International Arbitration Centre (hereinafter "SIAC") for arbitration in accordance with the prevailing rules of the SIAC then in force. Each Party hereby agrees that no dispute, pending its resolution either amicably or by arbitration, shall in any manner absolve it from the performance or suspend the performance of its obligations under this Contract.

In witness thereof, the Parties have entered into this Contract on the Effective Date first mentioned above.

Accepted and agreed to by:

**Finsbury LLC**

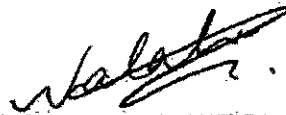


Name: Craig Horowitz  
Designation: Partner  
For and on behalf of  
Finsbury LLC

Date: 4/29/15

Accepted and agreed to by:

**International Enterprise Singapore Board**



Name: NATALIE CHOO  
Designation: GROUP DIRECTOR  
For and on behalf of  
International Enterprise Singapore Board

Date: 29 APRIL 2015

## ANNEX A

## THE SERVICES

The Services to be performed by the Agency under this Contract shall be as follows:

S/n	Services	Contract Price (USD)	Payment Terms
1	<p><b>Develop effective PR strategies that meet project requirements. This includes:</b></p> <ul style="list-style-type: none"> <li>(a) Develop a strategic PR plan with a focus on media engagement, including online/social media and key influencers;</li> <li>(b) Work with the Client to define positioning and key messages for Singapore trade hub in the United States;</li> <li>(c) Identify and engage key media (including online), government and industry influencers across various trade sectors (e.g. agri-commodities, energy as well as metals and minerals);</li> <li>(d) Highlight Singapore's value propositions as a trading hub and work to address negative perceptions that Singapore is a thriving trade hub mainly because of tax incentives;</li> <li>(e) Provide strategic counsel on media-related matters (e.g. Media landscape, messaging and interview techniques);</li> <li>(f) Crisis communications preparedness plan               <ul style="list-style-type: none"> <li>(i) Media monitoring (traditional and online) report and analyses;</li> <li>(ii) Strategic counsel; and</li> <li>(iii) Develop timely and appropriate responses.</li> </ul> </li> </ul>	75,000	12 equal monthly instalments of USD6,250 each
2	<p><b>Implement PR plans for the Client</b></p> <p>Proactively initiate and manage media relations on behalf of the Client.</p> <ul style="list-style-type: none"> <li>(a) Identify editorial opportunities or media engagement activities to promote Singapore as a regional trade hub and gateway to Asia for global trading firms</li> <li>(b) Type of services:               <ul style="list-style-type: none"> <li>(i) Develop media plan (including story bank and editorial timeline), target media list (including online) and messages</li> </ul> </li> </ul>	200,000	11 equal monthly instalments of USD18,667 each and a final instalment of USD16,663



	<p>applicable for all communications materials over the Term</p> <p>(ii) Develop and issue communications / publicity materials to target stakeholders in accordance to proposed campaign timeline (e.g. media releases, media invites, media statements and speeches)</p> <p>(iii) Develop talking points, briefing documents and/or responses for media interviews/queries</p> <p>(iv) Brief and provide strategic counsel to the Client spokespersons prior to media interviews and/or engagement</p> <p>(v) Manage pre-event media outreach and provide on-site support for the Client at all media and/or stakeholder engagement activities</p>		
3	<p><b>Reporting</b></p> <p>(a) Media monitoring</p> <p>(i) Ongoing daily media monitoring in traditional, broadcast and social media that mention the Client and/or significant reports on Singapore as a trade hub;</p> <p>(ii) Breaking news of trade-related events and/or hot topics that might impact Singapore's trade;</p> <p>(iii) Event media coverage including pre-, during and post-event media coverage;</p> <p>(iv) Reporting details:</p> <ul style="list-style-type: none"> <li>Email updates to the Client on the day any coverage is published, together with soft copies of the published print/online/broadcast clips in both PDF and JPEG formats, as appropriate.</li> <li>English summaries for all pieces of coverage not in English.</li> <li>Where applicable (especially for events), provide reports comprising media attendance, summary and analyses of published coverage to-date, press clippings and status of upcoming coverage.</li> </ul> <p>(b) Quarterly summary reports documenting activities, objectives met, media coverage secured, and feedback on learnings from</p>	80,000	11 equal monthly instalments of USD6,667 each and a final instalment of USD6,663

	<p>media and/or stakeholder engagement activities;</p> <p>(c) Bi-weekly work-in-progress teleconferences to update on campaign status and tasks.</p>		
4	<p><b>Media perception survey of Singapore's international trade hub status and strengths</b></p> <p>(a) Conduct survey with at least 10 top-tier media following meetings in Singapore, or such date as mutually agreed within the first month of the Term, on their perceptions of Singapore as an international trading hub, specifically strengths and advantages;</p> <p>(b) Provide report on analysis and insights of survey results;</p> <p>(c) Customise campaign messaging to be aligned with results of the survey.</p>	20,000	One-off payment
5	<p><b>Online and social media landscape report</b></p> <p>(a) Develop analysis report on online/social trade media and community landscape, conversations as well as key influencers related to trade clusters such as agri-commodities, energy as well as metals and minerals.</p> <p>The report should provide insights and act as a guide on the key online media platforms that the Client needs to engage for marketing and PR outreach in the United States.</p>	20,000	One-off payment
6	<p><b>Global online and/or social media outreach</b></p> <p>Develop:</p> <p>(a) Campaign strategy and timeline;</p> <p>(b) Content.</p>	25,000	11 equal monthly instalments of USD2,083 each and a final instalment of USD2,087
7	<p><b>Half-day Media Training (up to 5 persons)</b></p> <p>(a) Provide one half-day customised media training for the Client's spokespeople and/or other relevant spokespeople as specified by the Client to help participants understand key messages related to the local trade industry and players as well as the media landscape in the United States.</p>	15,000	One-off payment

	At the end of the training, the spokesperson should be confident to front and manage media interviews. They should also be well-versed in communicating messages about the Client, Singapore trade offerings as well as global trade issues.		
	<b>Total Contract Price</b>	<b>435,000</b>	